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Defendant never paid the money to anybody and never intended to. *Held*, that the facts established a common law larceny and not the obtaining of property under false pretenses. McLaughlin, J., dissented on the grounds that the money was not deposited for a special purpose, but was paid to apply upon the purchase price.

DAMAGES—DEATH BY WRONGFUL ACT—PUNITIVE DAMAGES—GARRICK v. FLORIDA CENT. & P. R. Co., 31 S. E. (S. C.) 334.—The act (Rev. St. sec. 2315-2318) "to provide for compensation in damages to the families of persons killed by the fault of others," and designating for whose benefit the action may be brought, and that "the jury may give such damages as they may think proportioned to the injury resulting from such death to the parties" for whom such action is brought, *held*, one judge dissenting, not to entitle the jury to award punitive damages in cases where the death was caused by gross negligence. And this the court held to be the case independent of whether the right of action conferred by the statute is considered as but a continuation of the same cause of action which deceased would have had if death had not ensued.

DAMAGES—INJURY TO EMPLOYEE OF LICENSEE—LAKE ERIE & W. R. Co. v. MANS, 51 N. E. (Ind.) 735.—One railroad company agreed to allow another to connect its standpipe with the water-tank of grantor, and for a consideration to use water therefrom to fill its locomotives; and grantee was also given the right to enter on grantor's property to make any necessary repairs or to remove the connections at any time after the agreement should terminate. *Held*, there being no covenant to repair, grantor was not liable to an employee of grantee for injuries caused to him by a defect in a stationary ladder on the water-tank, while he was repairing the tank, and this whether the agreement be considered as a license or a lease. Court said that if plaintiff could recover, it must be by reason of some undischarged duty of defendant to him, arising out of the relations between them which result from the contract between defendant and plaintiff's employee. But see *Nugent v. Boston, Concord & Montreal R. R.*, 80 Me. 62; and *Driscoll v. Norwich & Worcester R. R.*, 65 Conn. 230, 32 Art. 354.

EMINENT DOMAIN—CONFIRMATION PROCEEDINGS—REPORT OF APPRAISERS—DISCRETION—SCHNEIDER v. CITY OF ROCHESTER, 53 N. Y. Sup. 931.—The charter of the city of Rochester provided that the city council might confirm the report of commissioners appointed by the court to appraise damages to the owner of property taken for public use or reject it and order another appraisal by the same or new commissioners. *Held*, the council might in their discretion affirm or annul the report. Follett, J., dissented on the ground that it was not the intent of the statute that an appraisal should be arbitrarily set aside without any evidence. Under such a statute the proceedings might be continued indefinitely, and expose one to the expense and trouble of defending the proceedings during such period, as the whim or caprice of the moving party might continue them.

ESTATES—HUSBAND AND WIFE—LETTERS OF CREDIT—ESTATE BY ENTIRETIES.—IN RE PERRY'S ESTATE, 41 Atl. Rep. 448 (Pa.).—A letter of credit was taken in the names of a husband and wife jointly, although it was paid for with the husband's money. At the death of the husband there was an unexpended balance due thereon. *Held*, that such balance was the property of the wife, as an estate by entirety had been created.